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**[IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DISTRICT**

Plaintiff

v.

**WASHINGTON UNIVERSITY
IN ST. LOUIS PHYSICIANS, et al**

Defendants

Cause No. 4:12-CV- 00341 JAR

SUBMITTED UNDER SEAL
**IN ACCORDANCE WITH THE COURT'S ORDER
OF SEPTEMBER 30, 2013, PLAINTIFF FILES
HEREWITH, A REDACTED TRANSCRIPT**

Comes now Plaintiff/Appellant and in accordance with the Court's order of September 30, 2013,
Plaintiff files herewith the redacted transcript of May 11, 2012.

Respectfully,

Plaintiff

Attached:

Redacted Transcript

Doc. #: 107 Filed: 10/04/13 Page: 2 of 28 PageID
REDACTED - UNDER SEAL

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UNITED STATES OF AMERICA
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

M.J.,)
)
Plaintiff,)
)
vs.) No. 4:12-CV-341 JAR
)
WASHINGTON UNIVERSITY IN)
ST. LOUIS PHYSICIANS, et al.,)
)
Defendants.)

TRANSCRIPT OF MOTION HEARING
BEFORE THE HONORABLE JOHN A. ROSS
UNITED STATES DISTRICT JUDGE

May 11, 2012

APPEARANCES:

For Plaintiff: Mr. Matthew S. Chase
CHASE LAW FIRM, P.C.
231 Bemiston Ave., Suite 800
St. Louis, MO 63105

For Defendants: Mr. Mark J. Bremer
KOHNS AND SHANDS
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Mr. Jonathan H. Garside
FOX GALVIN, LLC
One S. Memorial Drive, 12th Floor
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Official Court Reporter
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St. Louis, MO 63102
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Proceedings recorded by mechanical stenography, produced by computer-aided transcription.

(The following proceedings were held in open court
on May 11, 2012 at 10:11 a.m.):

THE COURT: Good morning. We are here and on the record this morning in the case of M.J. versus Washington University in St. Louis Physicians, et al. Let the record reflect this is Cause No., I'm sorry, 4:12-CV-341. Let the record reflect we're here today, this morning on plaintiff's counsel, Mr. Chase's, Motion to Withdraw.

The record should reflect Mr. Chase appears, counsel for the plaintiff. Is the plaintiff here, Mr. Chase? [REDACTED]

M.J.: Yes.

THE COURT: And on behalf of the defendants is Mark Bremer and Jonathan Garside?

MR. BREMER: Yes, Your Honor.

MR. GARSIDE: Yes, Your Honor.

THE COURT: Again, we're here this morning on Mr. Chase's Motion to Withdraw. Mr. Chase, it's your motion.

MR. CHASE: Your Honor, I spoke with opposing counsel just a moment before you came in. If it is --

THE COURT: Come to the podium. And if you'll make sure the microphone is on.

MR. CHASE: It's on. If it's acceptable to the Court, would it be possible to speak to the Court with my client without opposing counsel present just as far --

1 insofar there's a disagreement between us, whatever it may
2 be, he's concerned, as am I, that it does not negatively
3 impact his case vis-a-vis what the defense counsel knows.
4 This is a matter between my client and myself. I have not
5 been in a situation where I've argued a Motion to Withdraw.
6 They've always tended to be taken up and granted, and I've
7 not been fought on it before. So is it --

8 THE COURT: I'm not sure anybody is fighting you on
9 it, Mr. Chase.

10 MR. CHASE: Well, my client has indicated that he
11 prefer that I not withdraw right now, and I am of the
12 position that I must.

13 THE COURT: You're here this morning as an officer
14 of the court, and you're indicating --

15 MR. CHASE: Yes, sir.

16 THE COURT: -- that there are irreconcilable
17 differences --

18 MR. CHASE: Yes, sir.

19 THE COURT: -- in your view between you and your
20 client?

21 MR. CHASE: Yes.

22 THE COURT: And you're asking for leave to withdraw;
23 is that correct?

24 MR. CHASE: Yes, sir.

25 THE COURT: And without getting into any of the

1 details of your communications with your client, you are
2 representing to the Court, as I understand it, that you
3 believe that you cannot proceed in good faith with
4 representation of your client; is that correct?

5 MR. CHASE: Yes, Your Honor.

6 THE COURT: And you provided a copy of this motion
7 to your client, notice was given?

8 MR. CHASE: Yes.

9 THE COURT: He's here today as a result of that
10 notice; is that correct?

11 MR. CHASE: Yes, Your Honor. The notice was given,
12 I believe, on the 2nd I want to say. It was e-mailed and
13 again sent. There was confusion that the attachment e-mail,
14 that my motion as attached was not attached, but it was kind
15 of in a circular fashion, it was the e-mail to which the
16 motion was attached to my client becomes the attachment to
17 this. But he received all that on May 2nd.

18 There's been a concerted effort by both myself and
19 him to find replacement counsel. I don't know if he's found
20 anybody yet, but that's where we stand. There are
21 irreconcilable differences, and I cannot continue on this
22 matter.

23 THE COURT: Okay. Anything else, again, without
24 getting into --

25 MR. CHASE: Yeah, that's --

1 THE COURT: -- confidential communications between
2 you and your client? Anything else you want to tell me with
3 regard to this motion?

4 MR. CHASE: Just I guess pointing to the Rule
5 4.116(b), the various -- there are seven reasons listed under
6 that rule, including withdrawal can be accomplished without
7 material adverse effects in the interest of the client.
8 There's two and three deal with crime and fraud, which there
9 is certainly no hint of in any way, shape, or form. There's
10 fundamental disagreements. And No. 4, there's obligations.
11 There's representation resulting in a burden on the attorney
12 or difficult or been rendered difficult by the client. And
13 other good causes for withdrawal exists on seven.

14 So I believe that amongst those there are several
15 things, obviously details of which I'd rather not go into,
16 which I believe necessitates the termination of my
17 representation.

18 THE COURT: Okay. Just so that the record is clear,
19 you did appear at a Rule 16 conference --

20 MR. CHASE: Yes, Your Honor.

21 THE COURT: -- on May the 1st, and it was really at
22 that Rule 16 conference that you announced to the Court that
23 it was your intent to file this Motion to Withdraw, so the
24 Court recessed the Rule 16 conference and set the Motion to
25 Withdraw.

1 MR. CHASE: Yes, Your Honor.

2 THE COURT: That's why we're here today.

3 MR. CHASE: And on that point, Your Honor, pardon
4 me, you know, I'd just like to apologize to opposing counsel.
5 This was a decision, there was some discussion only in the
6 couple of days leading up to that motion, and decisions
7 really had just been made. And that was that. So the
8 scheduling of upcoming actions would have to be done with
9 replacement counsel, or if my client decides to go forward on
10 this matter pro se.

11 THE COURT: Okay. All right. So anything else that
12 you want to tell the Court with regard to your motion?

13 MR. CHASE: Not that I would feel comfortable for
14 the interest of my client.

15 THE COURT: Okay. And your client, M.J., is present
16 here in court; is that correct?

17 MR. CHASE: He's here, Your Honor.

18 THE COURT: And, M.J., if you would step up to the
19 podium and give us your position with regard to the Motion to
20 Withdraw.

21 M.J.: Your Honor, forgive me, I've got severe back
22 problems. Judge, I have prepared an affidavit in opposition
23 to the motion. And if the Court permits, I should like to
24 file it along with making comments related to it.

25 THE COURT: I'll give you leave to file the

1 affidavit.

2 M.J.: Okay. Shall I file it now or just --

3 THE COURT: I'm going to have you give it to my law
4 clerk. You've not seen this, I'm assuming?

5 MR. BREMER: No, Your Honor.

6 MR. GARSIDE: No, Your Honor.

7 M.J.: I do have a copy, Your Honor.

8 THE COURT: Okay. If you'll go ahead and present it
9 to opposing counsel. Yes, sir.

10 M.J.: And if I may allow the Court to take a look
11 at it.

12 THE COURT: Go ahead and tell me whatever it is you
13 want to tell me.

14 M.J.: Okay. Your Honor, when I -- first of all, I
15 have the greatest respect for Mr. Chase and his father who
16 agreed to represent me on rather short notice. We entered
17 into an agreement, and that agreement provided specifically
18 that I would agree to advance the court costs, out-of-pocket
19 court costs for the discovery and the service fees that were
20 necessary on the defendants. In reliance on that agreement,
21 I advanced approximately \$800 for service on all of the
22 defendants.

23 Your Honor, there are no irreconcilable differences
24 as set forth in this affidavit. The bottom line is money.
25 And that's the only difference that apparently counsel has

1 with me. I have set forth in the affidavit two specific
2 references to e-mails that counsel has sent to me.

3 And if I may read them. The first one indicates an
4 Exhibit A. "Washington U and attorneys are definitely poised
5 to make certain that this litigation is as costly and lengthy
6 as humanly possible for you and your counsel." And then
7 Mr. Chase states, "I must either withdraw as counsel, leaving
8 you as a pro se litigant, which will require the consent of
9 the Court, or we must revise the original contract from a
10 contingency fee agreement to an hourly fee agreement. My
11 hourly rate is..." And then he goes on to state in this
12 communication with me what his hourly rate is.

13 Your Honor, this court has discretion. If this
14 court allows counsel to withdraw at this point, it will, in
15 fact, be ratifying and condoning a breach of contract. There
16 is nothing in our retainer agreement which indicates any
17 change in the fee agreement or counsel's right to withdraw in
18 the event that this case reaches a more substantial
19 magnitude, which it has by transfer from the St. Louis
20 Circuit Court to this court.

21 I happen to believe that when two parties agree to a
22 contract and they are on the same standard, even though I
23 think that my ability is not that of Mr. Chase, and Mr. Chase
24 drew up the retainer agreement, which this court could see if
25 it so desires, that the Court should not condone on the basis

1 of some illusionary irreconcilable differences the withdrawal
2 of counsel leaving his client dangling.

3 I have made some proposals in this affidavit and
4 suggestions to the Court. No. 1, I have just been diagnosed
5 with cancer. I'm in no position nor do I have the ability to
6 be familiar with all the rules and machinations that would be
7 required if I were to represent myself in this cause of
8 action. It would be a decimation of this case, which I'm
9 sure counsel for the defendants would be delighted to do, but
10 it would be manifestly unfair to me.

11 If this court were to allow counsel to dismiss this
12 cause of action, then my causes of action for decimation
13 would be destroyed. And as the Court has allowed and as the
14 counsel I'm sure is aware, there is a two-year statute of
15 limitations. So dismissal is not an alternative.

16 I have suggested in my affidavit in suggestions to
17 the Court that my suggestion would be this, if and when I'm
18 able to obtain alternative counsel on the same terms and
19 conditions as agreeable to Mr. Chase and myself when we
20 initiated this retainer agreement, then at that time I would
21 agree that Mr. Chase could refile his Motion to Withdraw and
22 substitute counsel.

23 Alternatively I had several other proposals and
24 said, I did talk to Mr. Chase and he indicated to me that if
25 the Court ordered him to take the depositions required, he

1 would do so. So I find it very difficult to compare these
2 statements with irreconcilable differences. And particularly
3 the one in which he says that, you know, or we must revise
4 our fee agreement. That to me is not an irreconcilable
5 difference. There are no irreconcilable differences.

6 I realize that counsel may have decided that because
7 of the magnitude of this case it's more substantial than he
8 originally thought, but those things happen. There is an old
9 saying, when the going gets tough, the tough get going, and I
10 really think that that's applicable in this particular case.

11 I'm willing to help counsel in any way possible that
12 I can as far as doing whatever I can. And I have not
13 withdrawn my agreement with him, which I have not breached,
14 to pay additional out-of-pocket court costs for the services
15 of a court reporter.

16 The other comments that are set forth in my
17 affidavit and suggestions, Your Honor, are that, again, and I
18 can't overemphasize, I relied on this contract, I acted on
19 the contract with my attorney, paid out over \$800 in service
20 fees approximately, and performed what I agreed to do. And
21 he agreed in the retainer agreement to represent me. There
22 was no provision in that agreement for any reconsideration or
23 revision of the financial terms of the agreement.

24 As I said, this court has substantial discretion.
25 And I realize this is a civil case, and my life is not at

1 stake other than my extreme pain and my new diagnosis for
2 cancer, which is very hard to monetarily quantify.

3 I would ask under the circumstances that the Court,
4 one, deny the Motion to Withdraw without prejudice; that the
5 Court order counsel to continue with all discovery that's
6 necessary, including depositions, interrogatories, requests
7 for production. At such time if I can find alternative
8 counsel or in further discussions with Mr. Chase, he wishes
9 to refile and have this court reconsider his Motion to
10 Withdraw, then I think really that's the appropriate time for
11 any consideration of this motion, and I have suggested that
12 to Mr. Chase.

13 Since counsel has indicated to me, if this court
14 orders him to continue and to take the necessary depositions,
15 once again -- and I emphasize this -- I can't see any
16 irreconcilable differences. I've left all legal decisions to
17 Mr. Chase. I do not disagree with them other than the filing
18 of this motion at this time. And I would respectfully
19 request that this court act accordingly in fairness to me and
20 in view of all the circumstances and find that there has been
21 nothing indicated that there are irreconcilable differences
22 between us, and that under the circumstances there are no
23 viable alternatives at this time for me to take in this case.

24 I thank the Court and I appreciate its
25 consideration.

1 THE COURT: I have one other question for you or
2 issue to ask you about. You had called my judicial
3 assistant; is that correct?

4 M.J.: Yeah. That is irrelevant, Your Honor. And I
5 don't think that that -- that's no longer a consideration.

6 THE COURT: When you say it's no longer a
7 consideration, you had indicated to my judicial assistant
8 that you believed that I had -- when I was in the -- just let
9 me finish.

10 M.J.: All right.

11 THE COURT: That you believed that I had when I was
12 in the prosecuting attorney's office many years ago had had
13 some contact with a party in the case. And --

14 M.J.: Since then I found out that that was not
15 correct, Your Honor.

16 THE COURT: Okay.

17 M.J.: And it's not relevant.

18 THE COURT: Okay. So I just wanted to be clear, I
19 did not --

20 M.J.: Certainly --

21 THE COURT: -- know of any contact that I had had
22 with any of the parties in this case. So if you had
23 information that I had, I wanted you to refresh my
24 recollection.

25 M.J.: And that certainly is admirable that you

1 would have gotten into that, but the information I had was
2 incorrect, and that's really irrelevant at this point. I'm
3 quite -- I'm quite satisfied with you as the judge and would
4 hope that you would enter a fair and just decision in this
5 case.

6 THE COURT: I just wanted to make sure that I wasn't
7 overlooking something or that you had some information that
8 you wanted to bring to the attention of the Court. And
9 you're telling me that you do not?

10 M.J.: I do not. I have no information.

11 THE COURT: And to the extent that you may have said
12 something that you had such information, it was not correct?

13 M.J.: Yes, that's correct.

14 THE COURT: Okay. All right. Anything else that
15 you want to tell me with regard to the Motion to Withdraw?

16 M.J.: No, Your Honor, other than that there are
17 only two or three alternatives, and if this court elects one
18 of the alternatives, it will either decimate the case or put
19 me in an impossible position to continue to appear pro se and
20 to take depositions or whatever is necessary in order to
21 proceed with this case. I think justice and fairness would
22 demand that these things be considered, and not just a bare
23 irreconcilable differences with nothing more. And there is
24 no consideration in this agreement for any kind of revision
25 of the fees based on whatever defendants' counsel is poised

1 to do and whatever intention they might or might not have to
2 run up the costs in this case as they see fit.

3 THE COURT: Let me just say this to you. I don't
4 think it's a proper role for this court under these
5 circumstances to order specific performance, which is
6 essentially what you're asking me to do, of your employment
7 agreement with your attorney. I don't believe that that's a
8 proper rule for this court. Assuming that that's my view and
9 that that would be the order, what my intent would be -- and
10 I have at least one other question that I want to ask
11 Mr. Chase real quickly. But what my intent would be, would
12 be to stay the proceeding for 60 days to give you an
13 opportunity to get alternate counsel, and not to allow any
14 further discovery to go forward so as to preserve your
15 rights.

16 But as you know, from listening to you, you have
17 substantial familiarity with the law, that there's no
18 constitutional right to an attorney in a civil case. And I
19 don't believe that I can compel an attorney to perform and
20 continue to serve as counsel so as to basically order
21 specific performance of an employment contract, which is
22 essentially again what you're asking me to do.

23 Again, I understand and I'm concerned about
24 preserving your ability to pursue your cause of action, but
25 that's not in my view a proper rule for the Court.

1 So I guess my question of you would be, if the Court
2 were to give you 60 days to seek alternate counsel, how would
3 that in your view adversely effect you?

4 M.J.: That's the question I'd like to respond to,
5 Your Honor. One, I agree with you that this court cannot
6 order counsel to do anything. From what I know of the law, I
7 do not disagree. However, this court in the interest of
8 justice and fairness and not condoning and sanctioning a
9 breach of a valid contract between two parties on which the
10 plaintiff has detrimentally relied, I would request this
11 court to deny, just deny the Motion to Withdraw, which this
12 court has the power to do in view of the fact that there's no
13 consideration, that I have relied on my agreement with my
14 attorney to furnish out-of-pocket costs in the event -- over
15 \$800 thus far. There's been no showing of any discernible
16 irreconcilable differences.

17 And there is a showing that counsel wants to
18 withdraw because he would prefer to change the agreement to
19 one of an hourly basis, which he knew and knows in advance
20 that I was unable to agree to. And this was discussed with
21 counsel prior to the time that I signed the agreement. So he
22 was familiar with that.

23 Merely extending this case for 60 days would not
24 change the facts. The facts are I have been looking for
25 alternative counsel, and thus far have not found it. I don't

1 think 60 days is going to make any difference, Your Honor. I
2 think whether this court just simply sustains his motion at
3 this point or whether it waits 60 days, and when I am still
4 unable to find counsel to agree to represent me on the same
5 terms and conditions set forth by Mr. Chase, the same result
6 is absolutely inevitable, this court will then dismiss this
7 action.

8 And I think once an attorney agrees to represent a
9 client, unless there are absolutely shown irreconcilable
10 differences or a breach of the client's obligations under the
11 contract, then this court acting in its judicial capacity in
12 the capacity of equity say, look, I'm not going to agree to
13 this, and I think any Court of Appeals would sustain the
14 discretion that this court would utilize if it determined
15 that there was not sufficient just cause to grant this Motion
16 to Dismiss at this time.

17 As I said, and I propose, that after the discovery,
18 if motion -- if the counsel wants at that time to consider
19 refiling his Motion to Withdraw, then we can discuss where we
20 are at that time. And I have set forth in the affidavit and
21 in the motion that at any time during this entire procedure,
22 and that I should find another attorney agreeable to
23 represent me on the same terms and conditions as that agreed
24 upon with Mr. Chase, that I would not -- probably not object
25 to a withdrawal of counsel at that time.

1 But once counsel goes to the meetings, once -- you
2 know, although counsel may feel that if this were before the
3 Circuit Court of the City, it would have been much easier to
4 handle, and now that it's before the U.S. District Court with
5 its accelerated docket, it's a little more difficult, once
6 again, I don't think these are irreconcilable differences.

7 This is a change of decision on the part of counsel.
8 And that change of decision is not within the agreement
9 between his client, me, and himself. And I really think that
10 this court should recognize that a contract is a contract.
11 If I make a contract with somebody, I intend to abide by it.
12 If this court just says, look, we're dealing with a different
13 circumstance, contracts don't apply, I'm going to do what I can
14 do within my discretion, I think that would be manifestly
15 unfair to me as a plaintiff, and knowing that I have been
16 actively seeking alternative counsel but thus far have not
17 been able to find it. And I don't think 60 days is going to
18 make any difference.

19 THE COURT: Okay. You're asking to file the
20 affidavit; is that correct?

21 M.J.: Yes, Your Honor.

22 THE COURT: The record will reflect that the Court
23 will grant leave that the affidavit be filed and made a part
24 of the record.

25 M.J.: Thank you, Your Honor.

1 THE COURT: Okay. All right. If you'll have a
2 seat.

3 MR. CHASE: May I reply, Your Honor?

4 THE COURT: Mr. Chase.

5 MR. CHASE: Unfortunately without waiving -- without
6 waiver of confidentiality --

7 THE COURT: I'm not asking you about any
8 communication --

9 MR. CHASE: -- I really cannot speak to --

10 THE COURT: -- between you and your client. My only
11 question of you is, again, you're here as an officer of the
12 court.

13 MR. CHASE: Yes, sir.

14 THE COURT: Are the irreconcilable differences that
15 you're referencing, are they other than just the fee
16 disagreement?

17 MR. CHASE: Yes, sir. And on that point, at some
18 point over the last week since we were last here, we were on
19 the phone with the ethics attorneys over at the Missouri Bar
20 going over what the issue was. And, in fact, I never
21 followed it up with an additional note to M.J. saying, you
22 know, even with, you know, an hourly system, I would not be
23 going forward. Because of the issues that I explained to the
24 ethics attorneys there, they said really you should withdraw
25 at this point. And I am of the position that regardless --

1 And on one other thing, I mean, I understand it's
2 been difficult for M.J. to find an attorney. And I have
3 exhausted the resources -- I don't know that many people who
4 practice -- it's not a medical malpractice case, but those
5 are kind of the folks that I spoke to that I thought might
6 want to take over the case, firms a little more experienced
7 in the area of going after hospitals and doctors, et cetera.
8 And I had not been successful.

9 But at the same time, and this is not disclosing
10 anything that I haven't already spoken to opposing counsel
11 on, as M.J. knows from the very start, that M.J. came to me
12 very, very close to the expiration of a statute of
13 limitations, just a few days. And I did explain that, you
14 know, this is not necessarily my area of expertise, but
15 you're telling me you had no other -- you were not
16 successful in -- because he tried to solve the overall issue
17 that this case is based on directly by letters, et cetera.
18 That, again, they know this because they've got all the
19 letters that were sent in his attempts to resolve these
20 issues without lawsuit.

21 He tried so hard that it was close to the statute of
22 limitations running that I said, look, let me help you get
23 this suit filed, but there's the possibility that I'm going
24 to have to step away. And I've tried now for some time to
25 find replacement counsel and to discuss this with him where,

1 you know -- but I was still trying to work as effectively as
2 I could with him.

3 But as I researched the case and whatnot, there came
4 points of disagreement. And those I cannot go into. But
5 there are significant points of disagreement, and it is not
6 merely an issue of money. Because, you know, I've got other
7 clients that I work for with the expectation of possible pay
8 down the road, and I've got clients that I work for on an
9 hourly or payment in advance. And I try to give every bit of
10 effort that every case deserves.

11 At the same time this would cause a burden given the
12 amount of time that I expect this is going to take, and the
13 risk/reward factor will be very burdensome on me. And that
14 is one of those seven listed reasons. There are others.

15 And as an officer of the court, yes, there are
16 irreconcilable differences on the case, none of which I would
17 even ask M.J. to waive client confidentiality on because it's
18 not something that should be aired here.

19 THE COURT: Okay. I don't believe that it's
20 necessary for the Court to get -- necessary or appropriate
21 given the posture of the case for the Court to get into the
22 confidential communications between you and your client, so I
23 don't believe that that's necessary.

24 So anything further, Mr. Chase?

25 MR. CHASE: No, Your Honor.

1 THE COURT: Mr. Bremer, Mr. Garside, I haven't asked
2 for your positions, and I don't know that you necessarily
3 have positions with regard to this. Do you have anything you
4 want to add?

5 MR. GARSIDE: No, Your Honor.

6 MR. BREMER: No, Your Honor.

7 THE COURT: Okay. All right. Again, this is a
8 civil action pending before the Court. I am concerned about
9 protecting, M.J., your ability to pursue your cause of
10 action. But giving consideration to the affidavit, giving
11 consideration to what Mr. Chase has indicated, the Court is
12 going to grant the Motion to Withdraw.

13 As I indicated previously, there's no constitutional
14 right to counsel in a civil case. I don't believe that the
15 Court in the position that I'm in at this point is in a
16 position to order specific performance of an employment
17 contract or enforce your employment contract between you and
18 your attorney that you believe may be breached. The Court
19 does note and does accept Mr. Chase's representations as an
20 officer of the court that there are irreconcilable
21 differences. He's indicated he's spoken to ethics counsel
22 who has advised him to withdraw.

23 Again, I don't believe that it would be in your best
24 interest for me to get into the confidential communications
25 between you and your client because I'm still going to be

1 presiding over the case. So I don't believe that that's in
2 your best interest for me to get involved in those
3 communications.

4 The Court is going to grant the Motion to Withdraw.
5 I'm going to stay the matter for 60 days, stay the discovery
6 to allow M.J. to seek substitute counsel or to make other
7 arrangements. And I'll set the matter for a status
8 conference. I'm going to do an order setting it for a status
9 conference 60 days out. If you get substitute counsel before
10 that time, M.J., then you should have your counsel enter an
11 appearance, and we can get the case moving forward as soon as
12 that counsel enters in the case.

13 As I indicated, we had the case scheduled for a Rule
14 16 conference. It was the Court's intent to issue a case
15 management order. And it was really at that time that I
16 first found out about this issue.

17 But, again, giving consideration to all of the facts
18 and circumstances in this case, the Court believes that the
19 only appropriate action is to grant the Motion to Withdraw,
20 stay the action for 60 days to give you an opportunity to get
21 substitute counsel. The Court will issue a written order in
22 conformance with that.

23 Yes, sir, Mr. Bremer.

24 MR. BREMER: Your Honor, we were about ready to
25 serve our first set of written discovery requests pursuant to

1 the rules, which we're allowed to do at this point. Would it
2 be permissible to the Court if we were to still serve what we
3 were planning to serve but then obviously any duty to respond
4 to the written discovery would be stayed pending further
5 order of the Court?

6 THE COURT: What's the point of serving that or
7 waiting to serve it for 60 days?

8 MR. BREMER: Okay. Very good. We'll wait on that
9 as well.

10 THE COURT: I'm going to order that the matter be
11 stayed and that all discovery be stayed for 60 days, again,
12 to give M.J. an opportunity to get substitute counsel. I
13 understand under the rules you're entitled to serve the
14 written discovery requests, but given all of the
15 circumstances, I think I'm just going to stay the action for
16 60 days.

17 Again, I don't want to adversely affect your ability
18 to pursue your cause of action, but I believe this is the
19 only appropriate ruling for the Court to make at this time.
20 So I'll enter a written order in conformance with that
21 ruling. And that will conclude the matter.

22 MR. CHASE: Thank you, Your Honor.

23 MR. BREMER: Thank you, Judge.

24 THE COURT: I'm sorry, one other quick thing that I
25 do need to make sure of. I don't believe that we have an

1 accurate address for M.J., so I need an address so that we
2 can make sure that you get all of the pleadings at this point
3 in time. So can you state for the record what your address
4 is.

5 M.J.: Your Honor, I have an e-mail address and I
6 would ask that that e-mail address be added to the list of
7 notifications.

8 THE COURT: We have a local rule that requires the
9 parties to have the address. So I'm going to ask you for
10 your address.

11 M.J.: Well, Your Honor, I'd appreciate if you would
12 forward anything to my counsel. I have every reliance that
13 he will send it to me. And for privacy reasons, I would
14 respectfully request that the only communication be by e-mail
15 or forwarded to Mr. Chase for me, and that would be
16 acceptable.

17 THE COURT: If you want me to order that your
18 address be sealed, I'll seal the address. But
19 communications -- once the Court has granted the Motion to
20 Withdraw, any communications between opposing counsel and you
21 have to be mailed. I'll seal the address so it's not a part
22 of the public record.

23 M.J.: Okay. But, I mean, would also the Court
24 agree that it would just be between me and the Court, and no
25 one else --

1 THE COURT: Opposing counsel would have the address.
2 It will be sealed so it's not a part of the public record.
3 And I'll ask, Mr. Chase, that you file that with the Court,
4 the address. And will you give us the e-mail address at this
5 time?

6 M.J.: I shall, Your Honor. The e-mail address
7 would be simply MJ.litigation@Yahoo.com. And if you would
8 add that to the list of e-mail addresses currently to be
9 notified, I should be very grateful.

10 THE COURT: We'll do that. And then I'll ask,
11 Mr. Chase, that you file as a sealed filing the address.

12 MR. CHASE: And, Your Honor, I've never filed a
13 sealed filing. Is it still done through the CF --

14 THE COURT: CM/ECF, it is.

15 MR. CHASE: I guess there's a choice for a sealed
16 file?

17 THE CLERK: Sealed document.

18 THE COURT: Sealed document on CM/ECF.

19 MR. CHASE: Okay. Now, the other question, Your
20 Honor, I assume at some point once CM/ECF gets it all sorted
21 out, I'll no longer be copied on the case?

22 THE COURT: That's correct.

23 MR. CHASE: M.J. does have, you know, obviously
24 e-mail access until such time as counsel comes in. Does the
25 Court allow for pro se litigants to have a CM/ECF account?

1 THE COURT: He can get a Pacer account, can he not?

2 THE CLERK: Judge, there are circumstances they've
3 been able to give people that are pro se e-mail notification
4 through their CM/ECF.

5 THE COURT: So he'll get e-mail notification through
6 CM/ECF. We'll authorize that.

7 MR. CHASE: But also if he has something to file, if
8 indeed for whatever reason he decides to proceed pro se --

9 THE COURT: He's got to file it in accordance with
10 the rules, but he can file it electronically.

11 THE CLERK: He's got to come to the clerk's office.

12 M.J.: Can it also be filed by mail?

13 THE CLERK: Yes.

14 THE COURT: It can be mailed to the clerk's office,
15 and then filed. All right.

16 MR. BREMER: Then somehow defense counsel will have
17 access to his mailing address through the seal, right?

18 THE COURT: That's correct.

19 MR. BREMER: Thank you, Judge.

20 THE COURT: Okay. That will conclude the record.
21 We'll be in temporary recess.

22 (Court in recess at 10:50 a.m.)
23
24
25

C E R T I F I C A T E

I, Susan R. Moran, Registered Merit Reporter, in and for the United States District Court for the Eastern District of Missouri, do hereby certify that I was present at and reported in machine shorthand the proceedings in the above-mentioned court; and that the foregoing transcript is a true, correct, and complete transcript of my stenographic notes.

I further certify that I am not attorney for, nor employed by, nor related to any of the parties or attorneys in this action, nor financially interested in the action.

I further certify that this transcript contains pages 1 - 27 and that this reporter takes no responsibility for missing or damaged pages of this transcript when same transcript is copied by any party other than this reporter.

IN WITNESS WHEREOF, I have hereunto set my hand at St. Louis, Missouri, this 5th day of September, 2013.

/s/ Susan R. Moran
Registered Merit Reporter